1 I beg to inform you that the tender submitted by you with your letter No. S-133A—3506 dated 29th—30th May 1953 for the stores specified in the schedule annexed hereto, has this day been accepted on the terms and conditions specified in the said schedule. The Rate Contract and the Schedule annexed shall be the sole repository of the transaction.

2 Please acknowledge receipt of this Rate Contract as soon as possible on the attached slip form No. W.S.B. 141.

3 Please quote on all letters and invoices the number and date of this Rate Contract.

4 Intimation to Inspector :—The Inspecting Officer should be informed, sufficiently in advance, at least a week if possible, when and where the goods will be ready for inspection to ensure delivery by due date.

5 Packing and Notification of Despatch :—Your particular attention is invited to the conditions of contract under which you tendered in regard to packing and notification of delivery and despatch. It is essential that packing notes and priced invoices shall be furnished to the consignee in respect of each and every consignment. The Railway receipt should be forwarded to the consignee immediately after despatch of stores, otherwise the demurrage charges, if any, paid by the consignee will be deducted from your bills.

6 Bills :—Bills for the Stores to be supplied in compliance with this contract must be prepared, in the special bill form obtainable from this office and submitted in strict accordance with the instructions printed on the reverse of the bill form quoting the number and date of this Rate Contract.

7 Payment :—Payment will be made by the Deputy Accountant General (I and S), New Delhi and should in no case be obtained direct from the consignee.

8 This contract is governed by General Conditions of Contract as laid down in form No. W.S.B. 133 as amended to-date and W.S.B. 136-A governing the Rate Contract.

Yours faithfully,

S. VENKATESAN, *A.D.S.*

For and on behalf of the President of India.

GOVERNMENT OF INDIA.

DIRECTORATE GENERAL OF SUPPLIES AND DISPOSALS, NEW DELHI.

SECTION I.

Schedule to Rate Contract No. SM 2—RC-3701—2880, dated 31st October 1953 with Messrs. Ogale Glass Works, Ltd., Ogalevadi, District: N. Satara during the period, 1st October 1953 to 30th September 1954 (Telegram "GLASS WORKS', Ogalevadi) and in continuation of this advance Acceptance of tender No. SM 2—RC 3701, dated 30th September 1953.

Description of stores	Unit	Price per unit, F.O.R., Karad Railway Station (Southern Railway).
1. Lanterns, Hurricane complete with globes.	Each	Rs. 3-12-0 (Rupees three and annas twelve only.

N.B.—If supplies are made in State of Bombay, Sales-Tax at 3 pies per rupee will be paid extra.

SECTION II.

Period covered by Rate Contract :—The Contract shal remain in force for period 1st October 1953 to 30th September 1954.

Specification :—The stores must conform to I.S.D. Specification No. G/Lamps 25A with the following deviations :—

(i) Wick may be 9/16" instead of 5/8".
(ii) Spring for the cowl cap may not be coppered but must be made from hard drawn M·S· wire.
(iii) Government arrow mark may not be stamped.
(iv) Candle powder not to be less than 5·1 British Candle Power.
(v) Capacity of continuous burning shall be not less than 11 hours· Sample No. 3348 (submitted *vide* your letter No. S.133A/20754, dated 8th September 1953) is acceptable subject to rectification of the following defects· These defects should be removed in bulk supply :—
(*a*) Handles wire used is of 11 S.W.G. instead of 10 S.W.G. previously used.
(*b*) Wire used for (*i*) Cage (*ii*) Cape is 14—13 SW.G. instead of 13 S·W.G. used in previous samples.
(*c*) Globe lowering level is not functioning properly. It rests on a cover and can slip off with a little jerk to the lantern.

In this connection, kindly refer to your letter No. S-133A/21764, dated 19th September 1953 where you have agreed to remove the above mentioned defects in bulk supply.

Inspection authority :—Deputy Director General (Inspection) New Delhi.

Inspection by :—Director of Inspection, Bombay.

Direct Demanding Officers.

Besides this office and the Regional Director/Deputy Director, the Officer and/or Department mentioned in Section IV are at present authorised to place supply orders direct against this contract for goods not exceeding Rs. 5,000 in value which is the monetary limit fixed for inclusion under clause 2 form W.S.B. 136-A. Supply Orders from these officers should be complied with as soon as they are received, no confirmatory orders will be placed by this Department in such cases. Supply orders from Officers not authorised to operate against this Rate Contract should before compliance be sent in original to this office. Similar action should be taken in the case of orders exceeding the monetary limit laid down in the contract.

1 Maker's name : Own make..
2 Country of Origin : India.
3 Trade Group : 37 (R) Mechanical Engineering.

SECTION III.

1 Requirments :—This rate contract is placed to meet the requirements of Civil Indentors only. The requirements of various indentors against this contract are not known at present but you will have to supply the stores which may be ordered from you from time to time during the currency of the contract, provided always, that the purchaser (s) shall in any event be bound to order from the contractor's stores as detailed in the schedule worth Re. 1.

2 Guaranteed delivery :—The following quantities will be supplied by you within a fortnight of receipt of supply order.....41,000 Nos.

3 Inspection :—Inspection will be carried out by the Deputy Director General Inspection, D.G.S. and D., New Delhi or an Officer acting for him.

4 Supply orders will be placed by this office and Directorate of Supplies and Disposals, Calcutta, Bombay and Madras and/or the Officers authorised in this behalf, as and when the stores are required·

5 Packing :—Stores should be properly and securely paked in wooden cases containing one dozen each suitable for safe transit by rail· Every precaution should be take to avoid loss and damage in transit. The gross weight of a packing case should not exceed 1 maund.

6 Payment :—90 per cent of the price of each consignment will be paid on proof of despatch of stores to the consignee from Railway Staiton or a port in India after inspection. A copy of railway receipt or bill of lading under which the goods charged for in the bill are despatched should be quoted on the bill and a certificate that the receipt of bill has been sent to the consignee should be furnished. The balance 10 per cent will be paid on receipt of the consignment in good condition by the consignee in which case consignee's receipt should be submitted with the contractor's bill.

7 The period up to which order will be placed :—Orders against the contract may be placed so long as they reach the contractor on or before the last date of the currency of the contract. Orders received during the closing days should be complied with in due course in

accordance with the terms of the contract even though in some cases supplies cannot be arranged within the last date of the contract. It is not permissible, however, to place orders specifically mentioning a date of delivery later than the date of the expiry of the contract. Any order received after the last or specifying a later date delivery should not be complied with but should be returned to the indenting officer with the remark that it cannot be complied with owing to the contract having expired.

8 Submission of monthly statements of supplies made.—A monthly statement of all requisitions received and supplies made must be prepared in duplicate as per specimen form below and submitted by you to this office regularly by the 10*th of the month* following that to which it relates. If there are no transactions to report during any month, *i.e.*, when no requisitions are received and also no supplies are made during the month, the fact should be reported by a letter by the due date. Separate statements should be prepared for orders received and executed during the particular month.

It is essential that these monthly statements are *accurately* prepared, giving all the necessary particulars required and submitted regularly and punctually by the due date every month.

SPECIMEN FORM.

Monthly statement showing (1) orders received and (2) supplies made during the month of.....against D.G.S. & D. Contract No....., dated ..... with Messrs.....

(A) Total number of orders received during the month.....

Serial No.	Complete designation of the Indenting Department as given in the order.	Brief description of stores	Item No. of contract	Supplies made during the month	
				Quantity	Value

(*a*) The total number of orders received during the month from all sources should be given against 'A' above.

INSTRUCTIONS FOR THE COMPLETION OF THE MONTHLY STATEMENT OF SUPPLIES MADE.

1 Figures are required in respect of :—

(i) Total number of orders received from all sources (the information should be given in the space provided for the purpose).

(ii) Quantity and value of supplies actually made.

2 Consolidated statements covering all places from which supplies are made should be furnished to this office by the firm's office with whom the contract is entered into. Separate statements from each centre of supply are not required.

3 At the end of the statement the name of the place of the firm's purchase and/or Agents or Stockists, to whom the particulars entered in the statement relate, must be given as shown below, so as to make sure that reports from all places have been included :—

The above particulars relate to our office (and Agents or Stockists).

4 The report for our offices (and Agents or Stockists) is.....nil. In filling this part, care must be exercised as there may be cases in which a centre may have received orders during a month but made no supplies or *vice versa*. In such cases the report will not be nil.

5 Separate statements should be submitted for each contract.

6 If there are no transactions during a month the fact should be reported by letter.

7 The last statement of supplies relating to contract should state whether or not any orders are outstanding for compliance. Particulars of supplies made against outstanding orders after the expiry of the contract should be reported as usual until all supplies are completed. Monthly statements must be submitted on this form only.

8 Printed copies of this form are not available. Firms should prepare.

9 *Communications relating to this contract.*—On all letters, invoices and bills, etc., pertaining to this contract, the number and date of the contract, the number and date of the order, if any, and the name of the indenting officer concerned should be invariably quoted.

10 Contractors are responsible for reporting to the purchase officer/indentor when contract delivery period cannot be adhered to (*vide* clause II(iv)(*a*) of the General Conditions of Contract) and for applying in time for extension of the delivery period. Should, however, deliveries be made after the expiry of the contract delivery period, without prior concurrence of the purchase officer/indentor and be accepted by the Inspector and Consignees, such deliveries will not deprive the purchaser/indentor of his right to recover liquidated damages in terms of the contract.

11 Your particular attention is invited to the conditions of contract about notification of despatch of stores, which you have tendered. Each package should contain a detailed and authoritative packing note signed by person responsible for packing.

12 *Railway receipt forwarding of.*—Railway receipt should be forwarded by the contractors to the consignee by registered post immediately after despatch of stores. Should any demurrage charges be incurred owing to the delay in sending the railway receipt, the amount of such charges shall be deducted from the contractor's bills.

13 *Indentification Cards.*—Indentification cards bearing the supplier's name, consignee's name and indent number should be affixed to the inside of the lid of the package or case or placed on top of the stores contained therein.

14 *Marking stores.*—The following information will be invariably marked outside all packages to show :—

1. Contractor's name,
2. Consignee's name,
3. Gross and Tare weight of consignment both in maunds and cwt.
4. Contents.

15 *Strike and accidents.*—Notwithstanding the provisions of clause 11 of the conditions of contract (W.S.B. 133), the contractors shall not be liable for any delay, short delivery or failure to supply, which may be caused by reasons or on account of contingent upon the act of God or India's enemies, plague, famine, postilence or epidemic, sickness, earthquake, fires, floods, restraints of Rulers, Princes or people, war, mutiny, riot or disturbances, strikes or lockout of workmen, shortage or stoppages of labour, breakdown or accident to machinery or plant from whatever cause arising. Railway restrictions or the failure on the part of Railway to supply wagons, or any other circumstances of any kind whatsoever beyond the control of the contractors, provided, that in the events of such delay, short delivery or failure to supply, the buyer shall have the option either to extend the period for supply or to cancel the contract in respect of the quantity undelivered, such option to be declared in writing within seven days on receipt of notice from the contractors.

16 In terms of clause II of the General Conditions of Contract, the time for and the date of delivery of the stores stipulated in the supply orders should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extensions will not be given save in exceptional circumstances and in any case the stores tendered after the delivery period stipulated in the contract will not be inspected unless an extension has been applied for and secured.

17 *Despatch of Stores.*—Lanterns Hurricane should be booked by Passenger train or Goods train at Railway's risk or Owner's risk as instructed by the purchaser. Normally despatches should be made freight to pay but in cases in which the prepayment of freight is essential due to carrying administration not agreeing to accept the consignment "freight to pay", the freight paid should be claimed as a separate item in the bill and the railway cash receipt for same should be attached to the original copy of the bill.

SECTION IV.

OFFICERS AUTHORISED TO PLACE ORDERS DIRECT—

The undermentioned Government departments, have been authorised to draw requirements direct against this contract, orders being signed by officers not below the rank of those mentioned in each case :—

1 *Railways.*—

District Controller of Stores
Assistant Controller of Stores

Controller of Stores
Deputy Controller of Stores
Superintendent of Stores
District Engineer
Divisional Superintendent
Chief Mining Engineer to the Railway Board and Chief Administrative Officer and Deputy Chief Controller of Standardisation, Central Standards Office for Railways.
Deputy Controller of Stores, Chittaranjan Locomotive Works, Calcutta.
Secretary, Railway Board, New Delhi.
District Controller of Stores, Integral Coach Factory, Perambur, Madras.

2 *Public Works.*—
All Chief Engineers, Additional Chief Engineers, C.P.W.D.
All Superintending Engineers
Executive Engineer in charge of Public Works
Electrical Engineer
Resident Engineer
S.D.O's. of Independent Sub-Divisions
Chief Engineer, E.P.P.W.D., Electricity Branch, Simla.
Superintending Engineer, II Circle, P.W.D., 2, Kudh Road, Jullundur.
Executive Engineer, Stores Division, P.W.D., Jullundur
Executive Engineer, Stores Division, Nangal Township, District Hoshiarpur.
S.D.O., Electrical Works Sub-Division, Pusa
Engineer-in-charge, Pykara System, Coimbatore
General Superintendent, P.W.D. Workshops, Amritsar
Superintendent, P.W.D. Central Workshops, Amritsar
Superintendent, Horticultural Operations, New Delhi
Assistant Engineer-in-charge, Saugor Sub-Division
General Manager, Delhi Central Electric Power Board, Chandni Chowk, Delhi.
Superintendent, Aviation Works
Chief Engineer, Punjab P.W.D., Electricity Branch, Simla
Superintending Engineer, Bhakra Dam Area No. 1, P.O., Nangal Township, Hoshiarpur District.

3 *Highways Department.*—
Chief Engineer
Superintending Engineer
Divisional Engineer
Assistant Engineer
Sub-Divisional Officers
Sectional Officers
Supervisors or Overseers appointed in place of Supervisors

4 *Posts and Telegraphs.*—
Director-General, Posts and Telegraphs, New Delhi
Postmasters-General
Directors of Posts and Telegraphs
Directors of Postal Services
General Manager, Posts and Telegraphs Workshops, Alipore, Calcutta.
Managers, Telephone Workshops, Bombay
Managers, Telegraph Workshops, Calcutta/Jabalpur
Chief Controller of Telegraph Stores, Calcutta
Controllers of Telegraph Stores, Bombay/Calcutta/Jabalpur/Madras.
Accounts Officers, Telephone Revenue
Chief Accounts Officer, Telegraph Stores and Workshops, Calcutta.
Principal, Posts and Telegraphs Training Centre, Saharanpur
Additional Chief Engineer, T. & D. Circle, Jabalpur
Divisional Engineer, Telegraphs, Posts and Telegraphs Training Centre, Jabalpur.
Director of Postal Life Insurance, Calcutta
General Manager, Telephones District, Bombay/Calcutta
District Manager, Telephones District, New Delhi/Madras
Presidency Postmasters
Superintendents of Post Offices
Senior Superintendents of Post Offices
Superintendent, Postal Seals, Aligarh
Director, Foreign Posts, Bombay
Divisional Engineers, Telegraphs
Divisional Engineers, Wireless
First Class Postmasters
Engineer-in-Chief, Calcutta Telephones, Calcutta

5 Director-General of Civil Aviation, New Delhi

6 Assistant Collector, Customs House, Count Road, Amritsar.

7 The Chairman, Central Tractor Organisation, New Delhi.

Hindustan Aircraft Factory, Bangalore

9 Controller of Stores and Purchase, Damodar Valley Corporation, Alipore, Calcutta.

10 Purchase Officer, Sindri Fertilisers and Chemicals, Ltd., Sindri, P.O. Manbhum, Bihar.

SECTION—V.

Instructions for the guidance of Direct Demanding Officers and Indentors.

1 The list of Government Departments authorised to draw their requirements against this contract is given in Section IV.

2 Detailed despatch instuctions and the head of account to which cost is debitable should be given clearly in all supply orders. Copies of the supply orders should be distributed as under :—

(i) One copy to the firm (By Registered Post).
(ii) One copy to the Dy. A.G.I. & S., New Delhi (By Registered Post).
(iii) One copy to the Inspection Authority: (Deputy Director General (I) D.G.S. & D., New Delhi.
(iv) Two copies to the Director of Inspection, Ministry of W.H. & S., Bombay.

3 Supply orders must be prepared on the prescribed form W.S.B. 286, copies of which can be obtained from this office or from the nearest Regional Office of Ministry of W.H. & S. All particulars in the form should be carefully typed or filled in ink. The Railway and the Posts and Telegraphs Departments are authorised to use their own standard forms.

4 All other orders must give full and clear despatch (or delivery, in the case of local supplies) instructions, *i.e.*, whether stores should be despatched by passenger/goods train, freight to pay and at Railways Risk/Owner's risk.

5 No copies of order or correspondence in this connection should be endorsed to this office, unless of course, some action is called for on the part this office, when the matter should be reported with full details of the case.

6 The Government intending officers and the Quasi Public Bodies who wish to take advantage of this contract but are not Direct Demanding Officers against the contract shall send indent on the prescribed forms (W.S.B. 67) to this office or the nearest Directorate of Supplies and Disposals, *viz*.—

(1) Deputy Director of Suplies and Disposals, Madras.	With advance deposit where necessary.
(2) Director of Supplies and Disposals, Bombay.	
(3) Director of Supplies and Disposals, Calcutta.	

7 *Payment*:—Payment to the contractors will be made by the Deputy Accountant-General, Industries and Supplies, New Delhi.

8 The Direct Demanding Officers are only permitted to operate against this contract on the understanding that the expenditure involved has received the sanction of competent financial authority and that funds are available under the proper head in the sanctioned budget allotment of the indenting department in the year in which the cost (and the departmental fees of the D.G.S. & D., where leviable) will be adjusted.

9 If any change in the despatch or delivery instructions given in an order placed by an indentor direct is subsequently found necessary by the indentor or consignee it should be notified direct to the contractor concerned, a copy being endorsed to the Inspecting Officer concerned and the Deputy Accountant-General, Industries and Supplies, New Delhi.

10 Direct Demanding Officers who agree to accept the deviations allowed to firm *vide* Section II, will draw supplies against this Rate Contract. Others may forward a separate Indent to this office, for necessary action if value of stores required is more than Rs. 2,000.

11 Direct Demanding Officers should issue supply orders over their own signatures. If a subordinate odicer is allowed to sign supply order in exceptional cases, the designation of competent authority (Direct Demanding Officer), for whom he is signi g, should be clearly stated in such cases. This is important from the audit point of view.

S. VENKATESAN,
Assistant Director (Supplies).
6845 For and on behalf of the President of India.